



The Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Frontier Alloys & Manufacturing Inc.
File: B-227808
Date: July 30, 1987

DIGEST

Protest is denied where protester offered alternate product but failed to provide adequate documentation establishing that its alternate product was equal to the product specified in the solicitation.

DECISION

Frontier Alloys & Manufacturing Inc. protests the actions of the Defense Logistics Agency (DLA) pursuant to request for quotation (RFQ) No. DLA700-86-Q-QC14. We deny the protest.

DLA issued the RFQ in question on September 17, 1986, for a quantity of 2,685 piston ring sets, NSN2815-00-936-2232, described by reference to Cummins Engine Company, Inc. part No. AR11930. The RFQ included a "Products Offered" clause which required offerors offering a part other than the one cited in the item description to furnish sufficient evidence with their offer to establish that the alternate part was equal to the specified part. The provision warned that failure to provide such data could preclude consideration of the offer.

DLA received 11 quotations in response to the RFQ. The seven lowest, including Frontier's fifth lowest, offered alternate parts. The remaining four offered the required Cummins part. Cummins did not submit a quotation.

DLA concluded that a complete technical evaluation of Frontier's offer was not possible because Frontier failed to provide adequate technical data concerning its offer. Accordingly, DLA rejected Frontier's offer as technically unacceptable. DLA also found the other offers of alternate parts to be technically unacceptable.

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On May 12, 1987, DLA issued a delivery order to Cummins under Basic Ordering Agreement (BOA) No. DLA700-85-G-5002 for the piston rings solicited under RFQ No. DLA700-86-Q-QC14. This order was issued to Cummins even though it did not submit a quotation, because the price available under the BOA was less than the price offered by any of the technically acceptable offerors.


Subsequently, DLA reconsidered the responses to the RFQ and concluded that the technically acceptable offerors had offered the Cummins part at reasonable prices. Therefore, DLA decided to cancel the delivery order that had been issued to Cummins. In its report to our Office, DLA states that the requirement will be resolicited and alternate offers will again be accepted and evaluated.

Frontier protests that the issuance of a delivery order to Cummins when it did not submit a quotation was improper. Frontier asks for the profit it would have made had it been awarded the contract.

The Products Offered clause, which was incorporated into this RFQ, requires that an offeror furnish sufficient documentation establishing that an alternate part it offers is, in fact, equal to the specified part. See Dantronics, Inc., B-222307, June 30, 1986, 86-2 C.P.D. ¶ 17. Here, Frontier has not shown that it supplied the necessary data to DLA. Accordingly, we have no basis on which to conclude that DLA improperly rejected Frontier's offer. In any event, despite Frontier's failure to comply with the RFQ's requirements, DLA has opted to resolicit, giving Frontier another opportunity to compete for award.

In light of Frontier's failure to comply with the solicitation's requirements, we find no merit in its protest. We note that there is no legal authority which would permit the recovery from the government of the anticipated profit Frontier claims, even if we had sustained its protest. See HBH, Inc., B-225126, Feb. 26, 1987, 87-1 C.P.D. ¶ 222.

The protest is denied.

for 
Harry R. Van Cleve
General Counsel